



10-22.07

IFW

PTO/SB/82 (01-06)

Approved for use through 12/31/2008. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/722,359
Filing Date	11/25/2003
First Named Inventor	Michael A. Porter
Art Unit	1761
Examiner Name	Anthony J. Weier
Attorney Docket Number	SP-1531

**I hereby revoke all previous powers of attorney given in the above-identified application.**

☐ A Power of Attorney is submitted herewith.

**OR**

☒ I hereby appoint the practitioners associated with the Customer Number:

44388

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

44388

**OR**

☐ Firm or  
Individual Name

Address

City

State

Zip

Country

Telephone

Email

**I am the:**

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Signature

*R. Michael Reed*

Name

R. Michael Reed, Vice President-Lean Sigma

Date

October 19, 2007

Telephone

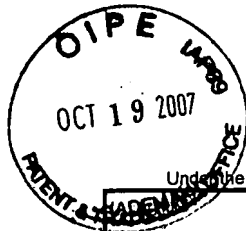
314.659.3836

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ \*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Solae, LLCApplication No./Patent No.: 10/722,359 Filed/Issue Date: 11/25/2003Entitled: MODIFIED OILSEED MATERIALSolae, LLC, a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 015272, Frame 0482, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

James L. Cordek  
SignatureOctober 19, 2007

Date

James L. Cordek314.659.3218

Printed or Typed Name

Telephone Number

Senior Patent Agent

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**CONFIDENTIAL**

Express Mail No. ED 381372294 US

**INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT is made as of the 30th day of June, 2007, by and between **Cargill, Incorporated**, a Delaware corporation ("Cargill"), with its principle place of business at 15407 McGinty Road West, Wayzata, MN 55391, and **Solae, LLC**, a Delaware limited liability company ("Solae"), with its principal place of business at 1034 Danforth Drive, Saint Louis, MO 63102. Any capitalized terms not herein defined will have the meaning set forth in the Asset Purchase and Sale Agreement, even dated herewith ("Asset Purchase and Sale Agreement").

**WITNESSETH:**

WHEREAS, in conjunction with Solae's purchase from the Cargill of Cargill's Business as provided in the Asset Purchase and Sale Agreement, the Parties wishes to assign and/or license certain intellectual property rights on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual warranties, representations, covenants and agreements herein contained, the parties hereby agree as follows:

**ARTICLE I  
DEFINITIONS**

Certain capitalized terms used herein have the meanings set forth below. In addition, capitalized terms that may be used herein but are not defined in this IP Agreement shall have the meaning ascribed to such terms in Article I of the Asset Purchase and Sale Agreement.

"Assigned Know-How" means Know-How that is directed primarily to the SPI Process or the SPI Product within the Business, but not including Know-How related to Systems and Blends or to Cargill's general use of isolated soy protein as a food ingredient.

"Assigned Patents" means Patents identified in Schedule IP-A, and Additional Patent Rights derived directly from such patents.

"Know-How" means technical information owned by Cargill and/or its Affiliates, and presently in use in Cargill's existing SPI Process and directed to the Business that may be necessary or desirable for Solae's operation of the Business, including equipment specifications, processes, and product specifications, some of which may be trade secrets.

"Licensed Applications" means the use of isolated soy proteins in Systems and Blends.

"Patents" means all of Cargill's and its Affiliates U.S. or foreign patents and patent applications, including, without limitation all confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments and modifications (including reexamination amendments), certificates, utility models and additions, currently pending and to any and all Letters Patent of the United States and any foreign country which may be granted for the patent applications and any and all currently or future U.S. or foreign patent or application which claims priority to any of the patents or applications or which claims priority to any of the priority applications of the patents or applications;

"Additional Patent Rights" (i) all rights of Cargill to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), globally, for any past, present or future infringement, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to, any of the Patents; and

(ii) Cargill's entire right, title, interest, and privileges and immunities, under any treaty or convention relating to any of the Patents including, without limitation, all rights of priority, the right to file foreign patent applications and license recordations. Such right, title and interest in and to the Patents

Express Mail No. ED 381372294 US

shall be held and enjoyed by Solae, its successors, legal representatives and assigns, as fully, entirely and exclusively as the same would have been held and enjoyed by Cargill had this assignment not been made.

**"SPI Process"** means that method of manufacturing soy protein isolate as claimed in the Patents.

**"SPI Product"** means soy protein isolate manufactured by the SPI Process.

**"Systems and Blends"** means products containing isolated soy protein, in which:

- (a) the isolated soy protein is combined or blended with other ingredients, and
- (b) the isolated soy protein is not sold as a stand-alone ingredient, and
- (c) the System or Blend delivers one of the following to an end user:
  - (i) Functionality (such as flavor, mouth feel, viscosity, wet in capability, texture, or other benefit to the finished product) materially different than a standard isolated soy protein can provide alone, or
  - (ii) Efficiency in terms of cost savings or efficiency gains compared to the end user making the blend itself using isolated soy protein and other ingredients.

**"Trademarks"** means all U.S. or foreign, trade names, and trademark registrations (as such may be assignable under the relevant law) that are identified in Schedule IP-B, and all goodwill embodied therein.

## **ARTICLE II INTELLECTUAL PROPERTY ASSIGNMENT**

2.1 **Assignment.** Cargill hereby assigns to Solae all right, title and interest to the Trademarks, Assigned Know-How, and Assigned Patents as provided herein. In furtherance of this Assignment, the Parties agree to execute the attached Schedules IP-C and IP-D and any additional assignments or supporting documents reasonably necessary to carry out the intent of the Parties' assignment hereunder.

2.2 **On-going Prosecution.** Following the Closing Date, as owner of all Assigned Patents and Trademarks transferred to it herein, Solae shall have the exclusive right to prepare, file, prosecute and/or maintain all such Assigned Patents and Trademarks. Costs for such activities shall be the responsibility of Solae and all resulting issued patents and trademarks shall be exclusively owned by Solae. Upon Solae's reasonable request, Cargill agrees to reasonably cooperate with Solae regarding Solae's on-going prosecution of pending Assigned Patents and Trademark and to execute such formal documents as may be reasonably required by law or governmental administrative process. Such cooperation shall include the execution of documents related to determinations of inventorship, assignment of the pending patent applications, declarations and oaths as may be required.

## **ARTICLE III LICENSES**

3.1 **License Grant to Cargill.** Solae hereby grants to Cargill, Cargill's Affiliates, and customers of both a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license under the Assigned Patents and Assigned Know-How to make, have made, use, sell, import, and export Licensed Applications.

3.2 **License Grant to Solae.** Cargill hereby grants to Solae, Solae's Affiliates, and customers of both a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license under all Cargill Patents that are legally necessary to make, have made, use, sell, import, and export soy protein isolate (including

SPI Product) to (a) Cargill's existing customers of SPI Product (as of the Closing Date) and (b) new customers of SPI Product (together, the "Customers").

Except as provided below, in no case shall such grant include rights to Cargill Patents primarily directed to Systems and Blends. In the event that a Customer infringes Cargill's Patents primarily directed to Systems and Blends, then the parties shall in good faith negotiate an agreement to grant rights reasonably necessary to provide such Customer with freedom to make, have made, use, sell, import, and export soy protein isolate (including SPI Product) purchased from Solae.

For purposes of this Section 3.2, new customers means customers of Solae, wherein (a) on the Closing Date Cargill is not supplying such customers with commercial quantity of SPI Products; (b) on the Closing Date Cargill is working with such customers on active customer project directed to the use of SPI Product; and (c) such project is successful and the customers purchase from Solae a soy protein isolate (including SPI Product) for a new customer application as the direct result of such project.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF CARGILL**

4.1 Representations and Warranties of Cargill. The Cargill represents and warrants to its Knowledge as of the date hereof and as of the Closing Date as follows:

(a) Cargill represents and warrants to Solae that Cargill has the legal power and right to extend the rights granted to Solae in this IP Agreement and that it neither has, nor shall make, any commitments to others inconsistent with or in derogation of such rights.

(b) The Assigned Patents constitute all Patents owned, developed, licensed or used by Cargill specifically for and in furtherance of the SPI Process, making, using, selling, importing or having made the SPI Product and the business or relating to the production, and sale of soy protein isolates as standalone ingredients, but in no case to include Patents directed primarily to Systems and Blends. The Assigned Patents are all those necessary for the operation of the Business as it is currently conducted. All of the issued Assigned Patents are currently not subject to any maintenance fees or taxes or actions.

(c) Cargill has not received any written notice pursuant to which another person: (i) challenges or disputes title to, ownership of or right to use the Assigned Patents; or (ii) claims or allegations that Cargill's use of the Assigned Patents, the production or sale of SPI Product or operation of the business infringes the rights of any person. To Cargill's actual knowledge (without investigation or due inquiry), there exists no use, sale, prior art or other information that, in its reasonable opinion, would invalidate or render unpatentable any of the Assigned Patents. To Cargill's actual knowledge (without investigation or due inquiry), there are no other patents that would, in its reasonable opinion, prevent Solae from practicing the Assigned Patents. No rights or licenses in or to the Assigned Patents or Trademarks are granted to any third party.

(d) Cargill has not licensed from third parties any patents, patent applications or know-how necessary to carry out the SPI Process or the production, composition, making, using, synthesizing, manufacturing, extracting, processing, purifying and sale of SPI Product.

#### 4.2 Cargill's Disclaimer.

(a) EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES BY THE CARGILL IN ARTICLE 4.1 OF THIS IP AGREEMENT THE CARGILL EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NON INFRINGEMENT, VALIDITY OR ENFORCEABILITY, AND

Express Mail No. ED 381372294 US  
REPRESENTATIONS AS TO PATENT SCOPE, OR ANY IMPLIED WARRANTY OF  
MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE  
INTELLECTUAL PROPERTY.

(b) EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE  
REPRESENTATIONS, WARRANTIES AND COVENANTS IN THIS IP AGREEMENT, THE SOLAE  
IS ACQUIRING THE INTELLECTUAL PROPERTY ON AN "AS IS, WHERE IS" BASIS.

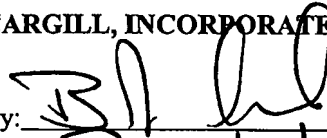
4.3 Ready for Breach. Any breach of a representation, warranty, or covenant of this IP  
Agreement shall be governed by the terms and conditions of Article XII of the Asset Agreement.

#### ARTICLE V MISCELLANEOUS PROVISIONS

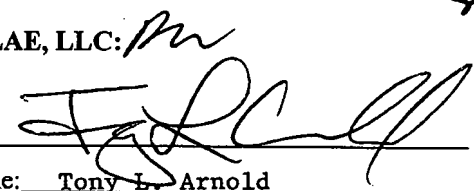
5.1 Miscellaneous Provisions. In addition to the terms and conditions provided above, the  
Parties agree that Article XIV and XV of the Asset Purchase and Sale Agreement shall be incorporated in  
its entirety into this IP Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Asset Purchase  
and Sale Agreement as of the date first above written.

CARGILL, INCORPORATED:

By:   
Name: Bruce Leslie  
Title: Vice President

SOLAE, LLC:

By:   
Name: Tony L. Arnold  
Title: President & CEO



Express Mail No. ED 381372294 US

**SCHEDULE IP-A**  
**ASSIGNED PATENTS**

Co	Type	Application Title	Status	Patent/Appl. No.	Filing Date
AU	PCT	MODIFIED OILSEED MATERIAL	Granted	2001297915	11/20/01
BR	PCT	MODIFIED OILSEED MATERIAL	Pub	PI01155571	11/20/01
CA	PCT	MODIFIED OILSEED MATERIAL	Pending	2429711	11/20/01
CN	PCT	MODIFIED OILSEED MATERIAL	Pub	20018221556	11/20/01
EP	PCT	MODIFIED OILSEED MATERIAL	Pub	01274205.2	11/20/01
HK	RCN	MODIFIED OILSEED MATERIAL	Pub	04107209.8	09/17/04
ID	PCT	MODIFIED OILSEED MATERIAL	Pub	W00200301228	11/20/01
IL	PCT	MODIFIED OILSEED MATERIAL	Pending	156017	11/20/01
JP	PCT	MODIFIED OILSEED MATERIAL	Pub	2003-503017	11/20/01
MX	PCT	MODIFIED OILSEED MATERIAL	Pub	2003/004478	11/20/01
RU	PCT	MODIFIED OILSEED MATERIAL	Pub	2003118645	11/20/01
US	PRI	MODIFIED OILSEED MATERIAL	Granted	6630195	11/21/00
ZA	PCT	MODIFIED OILSEED MATERIAL	Granted	2003/4796	11/20/01
US	CIP	PROTEIN SUPPLEMENTED FROZEN DESSERT COMPOSITIONS	Granted	6716469	06/18/01
US	CIP	PROTEIN SUPPLEMENTED CONFECTIONERY COMPOSITIONS	Granted	6599556	06/18/01
US	CIP	PROTEIN SUPPLEMENTED PROCESSED MEAT COMPOSITION	Granted	6830773	06/18/01

US	CIP	PROTEIN SUPPLEMENTED BEVERAGE COMPOSITIONS	Granted	6720020	06/18/01
AR	ORD	MODIFIED OILSEED MATERIAL	Pending	010105420	11/20/01
MY	ORD	MODIFIED OILSEED MATERIAL	Pending	PI20015313	11/20/01
TH	ORD	MODIFIED OILSEED MATERIAL	Pub	069853	11/20/01
US	CIP	MODIFIED OILSEED MATERIAL	Granted	6841184	06/18/01
VE	ORD	MODIFIED OILSEED MATERIAL	Pub	2110-2001	11/20/01
US	CIP	PROTEIN SUPPLEMENTED COOKED DOUGH PRODUCT	Granted	6777017	11/20/01
US	PCT	MODIFIED OILSEED MATERIAL	Pub	10/432094	11/20/01
BR	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	PI04168780	11/23/04
CN	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	2004800348090	11/23/04
EP	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	04812005.9	11/23/04
IL	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	175899	11/23/04
IN	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pending	--	11/23/04
JP	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	2006541672	11/23/04
RU	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	2006122538	11/23/04
US	PRI	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	10/722359	11/25/03



**SCHEDULE IP-B****ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>App #/Reg #</b>	<b>Date Filed/Registered</b>
Prolisse	AU	Pending	1167835	23-Mar-2007
Prolisse	EC	Published	5355111	04-Oct-2006
Prolisse	IN	Pending	1542743	22-Mar-2007
Prolisse	NZ	Published	765746	26-Mar-2007
Prolisse	US	Registered	2897710	26-Oct-2004
Prolisse	US	Published	78145848	19-Jul-2002
Prolisse	US	Published	78737787	21-Oct-2005

**SCHEDULE IP-C**  
**PATENT ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Cargill, Incorporated hereby assigns to Solae, LLC, its successors and assigns, the entire right, title and interest in and to the following granted patents, and pending patent applications:

Co	Type	Application Title	Status	Patent/Appl. No.	Filing Date
AU	PCT	MODIFIED OILSEED MATERIAL	Granted	2001297915	11/20/01
BR	PCT	MODIFIED OILSEED MATERIAL	Pub	PI01155571	11/20/01
CA	PCT	MODIFIED OILSEED MATERIAL	Pending	2429711	11/20/01
CN	PCT	MODIFIED OILSEED MATERIAL	Pub	20018221556	11/20/01
EP	PCT	MODIFIED OILSEED MATERIAL	Pub	01274205.2	11/20/01
HK	RCN	MODIFIED OILSEED MATERIAL	Pub	04107209.8	09/17/04
ID	PCT	MODIFIED OILSEED MATERIAL	Pub	W00200301228	11/20/01
IL	PCT	MODIFIED OILSEED MATERIAL	Pending	156017	11/20/01
JP	PCT	MODIFIED OILSEED MATERIAL	Pub	2003-503017	11/20/01
MX	PCT	MODIFIED OILSEED MATERIAL	Pub	2003/004478	11/20/01
RU	PCT	MODIFIED OILSEED MATERIAL	Pub	2003118645	11/20/01
US	PRI	MODIFIED OILSEED MATERIAL	Granted	6630195	11/21/00
ZA	PCT	MODIFIED OILSEED MATERIAL	Granted	2003/4796	11/20/01
US	CIP	PROTEIN SUPPLEMENTED FROZEN DESSERT COMPOSITIONS	Granted	6716469	06/18/01
US	CIP	PROTEIN SUPPLEMENTED CONFECTIONERY COMPOSITIONS	Granted	6599556	06/18/01

US	CIP	PROTEIN SUPPLEMENTED PROCESSED MEAT COMPOSITION	Granted	6830773	06/18/01
US	CIP	PROTEIN SUPPLEMENTED BEVERAGE COMPOSITIONS	Granted	6720020	06/18/01
AR	ORD	MODIFIED OILSEED MATERIAL	Pending	010105420	11/20/01
MY	ORD	MODIFIED OILSEED MATERIAL	Pending	PI20015313	11/20/01
TH	ORD	MODIFIED OILSEED MATERIAL	Pub	069853	11/20/01
US	CIP	MODIFIED OILSEED MATERIAL	Granted	6841184	06/18/01
VE	ORD	MODIFIED OILSEED MATERIAL	Pub	2110-2001	11/20/01
US	CIP	PROTEIN SUPPLEMENTED COOKED DOUGH PRODUCT	Granted	6777017	11/20/01
US	PCT	MODIFIED OILSEED MATERIAL	Pub	10/432094	11/20/01
BR	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	PI04168780	11/23/04
CN	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	2004800348090	11/23/04
EP	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	04812005.9	11/23/04
IL	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	175899	11/23/04
IN	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pending	--	11/23/04
JP	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	2006541672	11/23/04
RU	PCT	MODIFIED OILSEED MATERIAL WITH A HIGH GEL STRENGTH	Pub	2006122538	11/23/04
US	PRI	MODIFIED OILSEED MATERIAL WITH A HIGH	Pub	10/722359	11/25/03

	GEL STRENGTH		Express Mail No. ED 381372294 US
--	--------------	--	----------------------------------

CARGILL, INCORPORATED

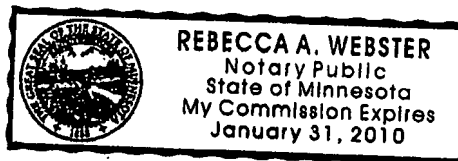
By: *Harry J. Guzman*  
 Title: *VP, Chief IP Counsel*

STATE OF MINNESOTA )  
 ) ss.  
 COUNTY OF HENNEPIN )

On this 29<sup>th</sup> day of JUNE, 2007, before me, a notary public, in and for said county, appeared HARRY J. GUZMAN of CARGILL, INCORPORATED, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of said company with authority to do so.

*Rebecca A. Webster*

Notary Public



**SCHEDULE IP-D**  
**TRADEMARK ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Cargill, Incorporated hereby assigns to Solae Company, LLC, its successors and assigns, the entire right, title and interest in and to the following registered trademarks, and pending trademark applications:

Mark	Country	Status	App #/Reg #	Date Filed/Registered
Prolisse	AU	Pending	1167835	23-Mar-2007
Prolisse	EC	Published	5355111	04-Oct-2006
Prolisse	IN	Pending	1542743	22-Mar-2007
Prolisse	NZ	Published	765746	26-Mar-2007
Prolisse	US	Registered	2897710	26-Oct-2004
Prolisse	US	Published	78145848	19-Jul-2002
Prolisse	US	Published	78737787	21-Oct-2005

CARGILL, INCORPORATED

By: *[Signature]*Title: *VP, Chief IP Counsel*

STATE OF MINNESOTA )  
 ) ss.  
 COUNTY OF HENNEPIN )

On this 29<sup>th</sup> day of JUNE, 2007, before me, a notary public, in and for said county, appeared HARRY O. GARNETT of CARGILL, INCORPORATED, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of said company with authority to do so.

*[Signature]*

Notary Public

